

**REMARKS:**

Claim 26 is currently pending in the application. Claims 1-25 were previously cancelled. New Claims 27-35 are hereby added.

**Rejections Under 35 U.S.C. § 103(a):**

Claim 26 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Povey in view of Rothman and Hyman.

The Examiner states that Povey shows a combination seat cushion 64 and leg warmer comprising a bottom portion having a base portion and an upright skirt portion, a collapsible envelope portion 30 connected at one end to the bottom, a seat cushion 64 connected to an opposing end of the envelope portion, and a means 66 for releasably connecting the seat cushion to the skirt portion. The Examiner concedes that Povey does not disclose, teach, or mention that the bottom is water-proof or that the envelope has an expandable pleat. The Examiner relies upon Rothman for the feature of a water-proof base. The Examiner reasons that it would have been obvious to one of ordinary skill in the art at the time the invention was made to construct the bottom of Povey's invention with a water-proof material as taught by Rothman to prevent the bottom of Povey's invention from absorbing water.

Povey discloses a spectator protector having an insulated fabric bag, a foam bottom, an entrance slit, and a waistband. Povey does not disclose, does not teach, and makes no mention of a water-proof bottom portion, expandable pleats, or a tethered seat cushion. As shown in Figure 7 and described at col. 2, ll. 48-55, the bottom portion of the Povey device is simply a piece of foam rubber that is stitched with stitches 62 to the inner and outer panels of fabric 32 and 34. This configuration could not possibly be water-proof, as water would simply flow through the holes made by the stitching. In addition, the Povey device has no expandable pleats. This shortcoming limits the user's freedom of movement in the device. Furthermore, as shown in Figure 5 and described at col. 2, ll. 62-66, the seat cushion 66 in the Povey device is captively interposed between the inner and outer fabric members 32 and 34 and cannot be moved.

Rothman discloses an outdoor spectator cover having a circular water-proof lower portion, an entrance slit, an insulated upper portion, and a waistband. Rothman does not disclose, does not teach, and makes no mention of a combination seat cushion or expandable pleats. With the Rothman device, because there is no seat cushion, the user must sit directly on the upper fabric material. This configuration reduces the insulating capacity of the device and leads to premature wearing out of the device where the device comes into contact with the seating surface. In addition, just as with the Povey device, because the Rothman device lacks expandable pleats, the user's freedom of movement is restricted.

The Examiner notes that Hyman teaches an outerwear comprising pleats 11 to permit freedom of movement without unduly increasing the bulk of the garment. The Examiner reasons that it would have been obvious to one of ordinary skill in the art at the time the invention was made to incorporate pleats as taught by Hyman into the envelope of Povey's invention in order to permit freedom of movement without unduly increasing the bulk of the garment.

The Examiner must rely upon Hyman for the feature of pleats, because neither Povey nor Rothman disclose, teach, or mention a combination seat cushion and leg warmer having expandable pleats. The Hyman device is a one-piece outerwear garment with a built-in cushion. The Hyman device is a full, head-to-toe garment with individual pant legs and arm sleeves. However, the Hyman device does not cover, insulate, or water-proof the user's feet, which is of primary importance in the claimed invention. Although Hyman discloses a seat cushion, the seat cushion is captively "heat sealed" to the inside surface of the outer layer of the garment. The pleats in the Hyman device are along the user's back and shoulder. Although the Hyman pleats may provide additional freedom of movement of the user's upper body, they have no affect on the freedom of movement of the user's lower body and legs.

On the other hand, the claimed invention is a combination seat cushion and leg warmer formed by a water-proof bottom portion, a collapsible envelope portion, and a seat cushion. In the closed mode when the leg warmer is not in use, the seat cushion

and the bottom portion form an enclosure that encloses the envelope portion. The envelope portion includes at least one expandable pleat to allow room for the user's legs to move about within the envelope portion. The bottom portion has a completely water-proof base portion and an upraised skirt portion. The bottom portion prevents water and other elements from entering the envelope portion. The bottom is formed of a one-piece, durable PVC rubber material. The seat cushion is releasably attached to the bottom portion and is attached to the envelope portion by a wide strap. The strap allows the seat cushion to be separate from and movable relative to the envelope portion. This configuration allows the position of the seat cushion to be adjusted relative to the envelope portion during use. None of the prior-art references cited by the Examiner disclose, teach, or mention, either alone or in combination with each other, such a combination seat cushion and leg warmer.

In addition, none of the cited references disclose a seat cushion that forms a lid for enclosing the envelope portion when the device is in a collapsed state. Furthermore, none of the cited references include pleats in the leg warming portion that allow freedom of movement of the user's legs.

For these reasons, the Applicants submit that it would not have been obvious to one of ordinary skill in the art at the time the invention was made to combine the devices of Povey, Rothman, and/or Hyman to arrive at the claimed invention.

Claim 26 also stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Kemp in view of Rothman and Hyman.

The Examiner states that Kemp shows a combination seat cushion 5 and leg warmer comprising a bottom having a base portion and an upright skirt portion, a collapsible envelope portion 1 connected at one end to the bottom, a seat cushion connected to an opposing end of the envelope portion, and a means for releasably connecting the seat cushion to the skirt portion. The Examiner concedes that the bottom is not waterproof and that the envelope portion does not have an expandable

pleat. Again, the Examiner must rely on the combination of both Rothman and Hyman for these features.

Kemp discloses a warming bag with an entrance slit and a seat cushion attached to the top of the bag. The Kemp device has no bottom and, thus, no way for the seat cushion to form an enclosure with a bottom portion. In addition, the Kemp bag does not extend over the user's waist. In the Kemp device, the seat cushion is rolled up into the bag portion for storage. The rubber seat cushion of the Kemp device must be slit or grooved so that the seat cushion can be rolled up into the bag portion. In addition, Kemp does not disclose, does not teach, and makes no mention of expandable pleats to allow freedom of movement.

As for Rothman and Hyman, the Applicant reiterates here the remarks set forth above that distinguish the claimed invention over Rothman and Hyman. In particular, Rothman lacks any motivation to include a seat cushion or expandable pleats, and Hyman lacks motivation to include a bottom, a movable seat cushion, an envelope, or expandable pleats in the leg area.

For these reasons, the Applicants submit that it would not have been obvious to one of ordinary skill in the art at the time the invention was made to combine the devices of Kemp, Rothman, and/or Hyman to arrive at the claimed invention.

Claims 26 is hereby amended to clarify that the seat cushion is movable relative to the envelope portion and that the expandable pleats are adjacent the user's legs. New Claims 27-35 are dependent claims based upon Claim 26, as amended, and intervening claims.

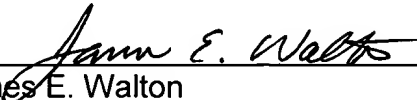
**Conclusion:**

The Applicants respectfully submit that the foregoing remarks and amendments traverse and overcome the Examiner's rejections under 35 U.S.C. § 103(a), and that the claims are in condition for allowance. Therefore, the Applicant requests that the Examiner reconsider the rejections and allow the claims.

No fees are deemed to be necessary; however, the undersigned hereby authorizes the Director to charge any other fees that may be required, or credit any overpayments, to Deposit Account No. **502806**.

Respectfully submitted,

8/24/05  
Date

  
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